



Standard Terms and Conditions

These service terms and conditions constitute a legally binding contract between the “Company” and the “Customer” governing the provision of customs brokerage and related services by the Company to the Customer. In the event the Company renders any services and issues a document containing Terms and Conditions governing such service, the Terms and Conditions set forth in such other document(s) shall govern those services.

1. DEFINITION AND INTERPRETATIONS

1.1 In these Conditions, the following words and expressions have the following meanings unless the context otherwise requires:

“Ancillary Services”

Includes any services that are in addition to customs clearance, however, related to the principal services. Examples; arranging for the transportation to exam sites, delivery of cargo to third parties, bond production, storage, stop-over, warehousing, etc.



“Company”

means I-Logix Customs, Inc., any subsidiaries, branches and/or representative offices established that assists in providing the promised services.

“Conditions”

means the entire undertakings, terms, conditions, and clauses embodied herein and includes I-Logix Customs Inc., terms and conditions printed on their power of attorney.

“Customer”

means any person at whose request or authorization or on whose behalf I-Logix Customs, Inc., undertakes any business or provides advice, information or services and includes the party named as “individual” or “partnership” or “corporation” or “limited liability corporation” or “sole proprietorship”, as the case may, be on the power of attorney form for I-Logix Customs, Inc.,. The person for which the “Company is rendering service, as well as its agents and/or representatives, including but not limited to, shippers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper’s agents, insurers and underwriters, break bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these Service Terms and Conditions to all such agents or representatives.

“Documentation”

means all information received directly from the Customer, whether in paper form or electronic form.

“Services”

means the services to be provided by the Company and includes the principal services and the ancillary services.

“Principal Services”

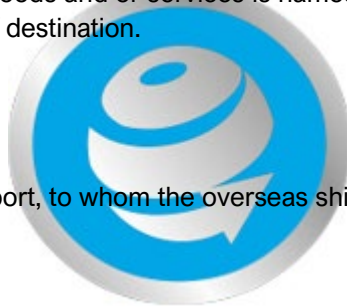
means the service of conducting customs clearance per the I-Logix Customs, Inc., Power of Attorney document as outlined.

“Consignee”

means the party to whom incoming goods and or services is named on the transportation documents as the recipient addressee at the port of destination.

“Ultimate Consignee”

means the party in the country of import, to whom the overseas shipper sold the merchandise.



“Third Parties”

means the inclusion of other parties to transactions that are undertaken between the Company and the Customer. They shall include, but or not limited to, the following:

“carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise.

2. COMPANY AS AGENT

2.1 The Company acts as the “agent” of the Customer for the purpose of performing duties in connection with the entry of goods, post entry services, dealings with Government Agencies at entry. As to all other services, Company acts as an independent contractor.

2.2 Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss, must be made in writing and received by the Company within ninety (90) days of the event giving rise to claim. The failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

2.3 All suits against Company must be filled and properly served on Company as follows: (a) For claims arising out of the preparation and/or submission of an import entry(s), within seventy five (75) days from the date of liquidation of the entry(s). (b) For any and all other claims of any other type within two (2) years from the date of the loss or damage.

3. THIRD PARTY SELECTIONS OR SERVICES (NO LIABILITY)

3.1 Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party. All claims in connection with the act of a third party shall be brought solely against such party and/or its agents. In connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

4. RELIANCE ON INFORMATION FURNISHED

4.1 Customer acknowledges that it is required to review all documents and declarations prepared by Company and/or filed by Company on Customer's behalf with U.S. Customs and Border Protection, other Government Agencies and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements or classifications, or omissions on any declaration or other submission filed on Customer's behalf.

4.2 In preparing and submitting customs entries, applications, security filings, documentation and/or required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer, including but not limited to tariff classification and information relating thereto; Customer shall use reasonable care to ensure the correctness of all such documentation and information and shall indemnify and hold the Company harmless from and against any and all claims asserted and/or liability losses suffered by reason of the Company's failure to disclose documentation or information, or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all documentation and information required to import or enter the goods.

5. ADVANCING MONEY, INVOICING, PAYMENT AND COSTS OF COLLECTION

5.1 All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to Customer. The granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

5.2 If the Customer fails to advance funds to the Company or comply with the terms of any credit extended to the Customer as aforesaid, the Company shall have no obligation with respect to rendering service concerning the goods for which the advance funds or credit apply. The Company, upon default of the customer(s) or any third parties to the services provided, in paying, monies for services rendered, shall, in the case of goods for which the advance funds or credit apply, reserves the right to hold said merchandise as collateral, until such time the debt is paid in full.

5.3 The Company shall issue invoices to Customer for all fees and charges pertaining to services rendered to and on behalf of the Customer.

5.4 All such invoices shall be payable upon receipt, or as otherwise agreed between the Customer and the Company.

5.4 (a) I-Logix Customs, Inc. reserves the right to collect all the charges and service fee from the third parties, the shipper/vendor, consignee/importer or any interest beneficiary parties & neither parties are release from the said obligation, unless full payment has been received by us/Company.

5.5 Interest on all late payments shall be paid at the rate of nine percent (9.0%), or a minimum of \$35.00 per month, upon which interest shall be charged commencing 7 days after the invoice due date or as otherwise agreed.

5.6 Customer shall pay Company for all costs and expenses incurred by the Company in connection with the recovery of all payments due under this agreement including, but not limited to, costs of collection, reasonable legal fees, court costs and reasonable compensation for all time expended by the Company as a result of such collection action.

5.7 Company shall use reasonable care regarding written instructions relating to "Cash/Collect" on "Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall have no liability if the bank or consignee refuses to pay for the shipment.

5.8 The compensation of the Company for its services may be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by the Company from carriers, insurers, and others in connection with the shipment. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

6. INDEMNIFICATION/HOLD HARMLESS

6.1 The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorney fees arising from the importation of Customer's merchandise, any conduct of the Customer, and/or Customer's breach of any representation, warranty or covenant herein, including but not limited to the inaccuracy of entry, or security data supplied by Customer or its agent or representative, which violates any applicable laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses,

including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims. In the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company.

6.2 The Customer shall defend, indemnify, and hold harmless the company from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death) brought on by an individual or government agency, imposed by a court of law or administrative action of any government office or agency whether federal, state or local arising out of or incidental to any acts, accidents, omissions, negligence, or willful misconduct on the part of the customer, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of the customer's actions while in possession of the company's equipment. This indemnification applies to and includes, without limitation, the payment of all claims, fines, penalties, judgments, awards, attorney fees, and related costs or expenses, by the customer for all legal expenses and costs incurred by it while in possession of said equipment borrowed, leased, or rented from the company.

7. COMPLIANCE WITH LAW

7.1 Customer represents and warrants to Company that it will comply with all laws and regulations applicable to the Customer and/or any shipment or transaction hereunder.

7.2 The Customer represents and warrants to Company that neither the Customer nor any of its officers, directors, or controlling owners is, or is designated as, a person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specifically Designated National Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control or any other legal government authority of competent jurisdiction, in each case a "Specifically Designated Nation, acting, directly or indirectly, for or on behalf of any "SDN; or engaged in any transaction or shipment, directly or indirectly, on behalf of, or is instigating or facilitating any transaction or shipment, directly or indirectly, on behalf of any "SDN". In the event of any change resulting in the Customer being noncompliant with any of the above representations and warranties, Customer shall immediately notify the Company of such fact and the Company may, at its sole option, immediately terminate the services.

8. DISCLAIMERS: LIMITATIONS OF LIABILITY

8.1 Except as specifically set forth, Company makes no express or implied warranties in connection with its services. In connection with all services performed by the Company, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment thereto, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s); In the absence of additional coverage under the above, the Company's liability shall be limited to the following:

- i. Where the claim arises from activities other than those relating to "customs business", \$50.00 per shipment or transaction.
- ii. Where the claim arises from activities relating to "customs business", \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less.

iii. In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of such damages.

9. OBTAINING BINDING RULINGS, FILING PROTESTS, ETC

9.1 Unless requested by the Customer in writing and agreed to by the Company in writing, Company shall be under no obligation to undertake pre or post release actions, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petitions(s) and/or protests, etc.

10. SEVERABILITY

10.1 In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Company's decision to waive any portion herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.

11. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE

11.1 These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of California without giving consideration to principals of conflict of law.

Customer and Company:

Irrevocably consent to the jurisdiction of the United States District Court and the State of California.

Agree that any action relating to the services performed by the Company, shall only be brought in said courts.

Consent to the exercise of "in personam" jurisdiction by said courts over it and further agree that any action to enforce a judgement may be instituted in any jurisdiction.

